# BY ORDER OF THE SECRETARY OF THE AIR FORCE



AIR FORCE INSTRUCTION 36-807
21 JUNE 1999

AIR FORCE RESERVE COMMAND Supplement 14 NOVEMBER 2007

Personnel

WEEKLY AND DAILY SCHEDULING OF WORK AND HOLIDAY OBSERVANCES

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23 April 2001.

Benefits and Entitlements, by providing guidance and

Certified by: HQ AFRC/A1 (Col Joseph Vivori)

This instruction implements AFPD 36-8, Employee Benefits and Entitlements, by providing guidance and procedures supervisors need to schedule civilian employees (except non-US citizen employees employed outside the United States and the District of Columbia) for work and holiday observances. It tells how to establish work schedules, rest and lunch periods, make ready and clean-up time. It describes work subject to premium pay and shows how to get approval for holiday work.

(AFRC) This supplement implements and extends the guidance of Air Force Instruction (AFI) 36-807, 21 June 1999. The AFI is published word-for-word without editorial review. Air Force Reserve supplementary material is indicated by "(AFRC)" in boldface type. This supplement describes Air Force Reserve procedures to be used in conjunction with the basic instruction. Upon receipt of this integrated supplement discard the Air Force basic. Ensure that all records created as a result of processes prescribed in this publication are maintained in accordance with AFMAN 37-123 (will convert to AFMAN 33-363), *Management of Records*, and disposed of in accordance with the Air Force Records Disposition Schedule (RDS) located at <a href="https://afrims.amc.af.mil/">https://afrims.amc.af.mil/</a>."

## **SUMMARY OF CHANGES**

This revision incorporates IC 99-1 and adds the definition of alternative workplace arrangement (AWA) as paragraph 2.3., (re-numbering the remaining terms and definitions in paragraph 2.), and authorizes

MAJCOMs, FOAs or DRUs to establish alternative workplace arrangement (AWA) programs. MAJCOMs, FOAs or DRUs may delegate this authority to installation commanders (para 3.3.). Organization and tenant commanders establish by written order the daily hours for beginning and ending work and the basic 40-hour tour of duty, including uncommon tours of duty, alternative work schedules (AWS), hours and location(s) for alternative workplace arrangements (AWA), as well as rest and lunch periods for their respective organizations (para 3.2.). IC 99-1 assigns numbers to material in paragraphs 4.2., 4.3., and 4.4. which had previously been listed with bullets, and adds Attachment 2, with information and a sample AWA agreement for supervisors and employees. Changed or revised material is indicated by a bar (|). The entire text of IC 99-1 is at Attachment 3.

- (AFRC) This supplement is significantly revised and must be completely reviewed. This revision incorporates policy guidance from various memorandums on the duty status of ARTs. Paragraph 2.14.2. (Added) Establishes requirement for the use of the AFRC Timecard. Paragraph 4.4.3.2. (Added) modifies AFRC time and attendance policy regarding the authorization of a 20 minute on-the-job lunch period for aircrew members during long distance flights. Paragraph 4.7. (Added) through 4.7.3. (Added) modifies guidance for crew rest requirements. Paragraph 4.10. (Added) trough 4.10.6. (Added) modifies the duty status of ARTs.
- 1. Scope of Applicability. This instruction applies Air Force-wide, to appropriated fund civilian employees, including US Air Force Reserve (USAFR) and Air National Guard Title 5, United States Code.
- **2.** Terms and Definitions. The following terms and definitions are used in this instruction.
  - 2.1. Administrative Workweek. The Air Force administrative workweek begins at 0001 Sunday and ends at 2400 on the next following Saturday. The calendar day on which a shift begins is considered the day of duty for that day even though the day of duty extends into the next calendar day or into the following administrative workweek.
  - 2.2. Alternative Work Schedules (AWS). Work schedules made up of flexible or compressed schedules.
  - 2.3. Alternative Workplace Arrangements (AWA). Working under a flexiplace arrangement, either at home or other approved location(s), such as a telecommuting center (See **Attachment 2** for a sample agreement).
  - 2.4. Basic Workweek. The days and hours of an administrative workweek which make up a full-time employee's regularly scheduled 40-hour workweek.
  - 2.5. Compressed Schedule. Compressed schedule means for a full-time employee, an 80-hour biweekly basic work requirement which is scheduled in less than 10 workdays. In the case of a part-time employee, it is a biweekly basic work requirement of less than 80 hours which is scheduled for less than 10 workdays.
  - 2.6. First 40-Hours. The first 40 hours of duty performed within a period of no more than six days of the administrative workweek may be established as the basic workweek when it is impractical to prescribe a regular schedule of definite hours of duty each workday.
  - 2.7. Flexible Schedule. Flexible schedule is that portion of the work day during which the employee has the option to select and vary starting and stopping times within established limits set by installation level approving officials for AWS.

- 2.8. Holiday Work. Work performed on a legal holiday or the day observed as a holiday.
- 2.9. Observed Day. Observed day is a holiday in which employees are given time off on a day other than the date which the holiday actually falls on.
- 2.10. Part Time. In some circumstances it is not possible to obtain or use an employee's services for the full 40-hour workweek. Part time tours of duty may be authorized when service on a regular, repetitive basis is required at least one day during each administrative workweek, however, additional service may be required during the remainder of the administrative workweek.
- 2.11. Regular Tour of Duty. The regular tour of duty for Air Force employees is five 8-hour days, Monday through Friday.
- 2.12. Special Tour of Duty for Educational Purposes. A special tour of duty of no less than 40 hours in an administrative workweek which may be established by supervisors to permit employees to take courses at nearby educational institutions.
- 2.13. Standby. Certain types of work require employees to remain at their duty stations for long periods of duty, a substantial part of which is standby time. For example, the tour of duty for firefighters generally is a 72-hour workweek of three 24-hour days. The tour is scheduled so that the employee is on duty three alternate 24-hour shifts during each administrative workweek, and deviations from this tour are kept to a minimum. The basic weekly tour of duty for fire chiefs, assistant fire chiefs, fire prevention inspectors, and similar fire protection personnel is 40-hour workweek of five 8-hour days unless the duties of the position require substantial amounts of standby time.
- 2.14. Uncommon Tour of Duty. Any 40-hour basic workweek scheduled to include Saturday and or Sunday, for four workdays or less but not more than six days of the administrative workweek. An uncommon tour of duty may be established when necessary for efficient operations or when the cost of operations can thus be reduced without imposing undue hardship on employees.
  - 2.14.1. (Added-AFRC) Non dual status technicians (NDST), formally known as status quo employees are normally assigned to an uncommon tour of duty to provide coverage during unit training assemblies (UTA).
  - 2.14.2. **(Added-AFRC)** All tour of duties will be documented on AFRC Automated Timecard. The automated timecard will be provide by HQ AFRC/A1CE

## **3.** Basic Authority:

- 3.1. Installation Commanders. Installation Commanders establish the hours for opening and closing the installation.
- 3.2. Organization and Tenant Commanders. Organization and tenant commanders establish by written order the daily hours for beginning and ending work and the basic 40-hour tour of duty including uncommon tours of duty, alternative work schedules (AWS), hours and location(s) for alternative workplace arrangements (AWA), as well as rest and lunch periods for their respective organizations. Organization and tenant commanders or their designated representative should set work schedules, assign overtime and holiday work to balance mission requirements, efficiency and economy of operations, and employee needs. These determinations are subject to approval by the installation commander or his or her designated representative who has authority for operation of base facilities. NOTE: organization/tenant commanders set the hours and locations for AWS and AWA; MAJ-

COMs/FOAs/DRUs approve AWS and AWA <u>programs</u>, unless they delegate this authority to installation commanders as provided in **3.3**.

- 3.2.1. Organization and tenant commanders may also establish regularly scheduled tours of duty of more than 40 hours within the administrative workweek when such action is essential to mission accomplishment, and when other administrative action such as changes in authorized staffing or detail of personnel is neither feasible or desirable. Except under extraordinary circumstances, a tour of duty which includes regular overtime should not extend beyond 48 hours in an administrative workweek. Organization and tenant commanders may extend the regularly scheduled administrative workweek to any length exceeding 40 hours when emergency conditions exist and it is necessary for mission accomplishment. The extension of the tour of duty will be subject to the requirements of applicable laws and regulations.
- 3.3. Major Commands, Field Operating Activities and Direct Reporting Units. Major Commands (MAJCOM), field operating activities (FOA) and Direct Reporting Units (DRU) are authorized to approve AWS and AWA programs. MAJCOMs, FOAs or DRUs may delegate this authority to installation commanders
- 3.4. Supervisors. Supervisors will generally schedule employee's work on the same hours each day, and breaks in excess of one hour during a day will not be permitted. Supervisors must give a minimum of one week's notice to employees when they are to be assigned to a different tour of duty or to different hours of duty except as provided under AWS or for educational purposes.
  - 3.4.1. Commanders may grant an exception to this requirement when circumstances preclude compliance, for example, when a change in shifts by a contractor requires immediate corresponding change in the tour of inspectors, or when normal operations are interrupted by events beyond the control of management, such as, fire, flood, breakdown of equipment. Commanders assure that changes in established work schedules are kept to a minimum and made only when necessary to resolve operational problems.

## **4.** Tours of Duty:

- 4.1. Tours of Duty for Educational Purposes. Supervisors may establish special tours of duty for educational purposes.
  - 4.1.1. Employees who are on special tours of duty for educational purposes cannot be paid premium pay solely because the rescheduling of his or her tour of duty causes him or her to work on a day, or during the hours of a day, when premium pay would otherwise be required.
  - 4.1.2. Supervisors are not prohibited from assigning an employee to a regularly scheduled shift requiring premium pay, for example, night pay, since no additional costs are incurred. Supervisors must notify the civilian payroll office when an employee is assigned to or changed from a special tour of duty to prevent inadvertent payment of premium pay. Supervisors must maintain a record of these tours of duty for the purpose of responding to Office of Personnel Management (OPM) inquiries.
- 4.2. Posting Work Schedules. Supervisors must post copies of work schedules for all tours of duty, except regular Monday through Friday tours, which include the names of assigned employees in the work area. Supervisors must maintain a copy of employee's work schedules in their operating office. Supervisors:

- 4.2.1. Post a written statement of actual work requirements for standby tours of duty.
- 4.2.2. Give employees with regularly scheduled 60 or 72 hour standby tours of duty 30 calendar days notice of any reduction in the percentage of premium pay resulting from a change in work requirements.
- 4.2.3. Give employees with regularly scheduled 40-hour tours of duty plus scheduled standby time as much notice as possible when changing their duty schedule.
- 4.2.4. Review work requirements periodically for changes which may affect the payment of premium compensation and revise work schedules where necessary.
- 4.2.5. (Added-AFRC) The requirement that a 1 week's notice be given before a change in tour of duty is waived under the circumstances listed below. Notify employees of such changes as far in advance as possible. In any situation, notify the employee before reporting for duty on the day of the proposed change. Use of this authority is limited to that necessary for essential operations as determined by appropriate authority.
  - 4.2.5.1. **(Added-AFRC)** For aircrew personnel on missions of more than 1 day's duration, to include the day of departure from home station.
  - 4.2.5.2. (Added-AFRC) For aircrew members and ground support personnel to meet special or other essential unscheduled flying missions.
  - 4.2.5.3. (Added-AFRC) For aircrew members and specialized and ground support personnel performing weather reconnaissance or rescue missions.
- 4.3. Scheduling Rest Periods. Supervisors may schedule short rest periods, not exceeding 15 minutes during each four hours of continuous work, when the supervisor believes the rest periods will be of benefit to the service. (NOTE: Supervisors must adhere to applicable labor management agreements if they contain provisions for the granting of rest periods.)
  - 4.3.1. Criteria to be followed by supervisors in determining the justification for granting rest periods are:
    - 4.3.1.1. Protection of employee's health by relieving them from hazardous work or very physical work.
    - 4.3.1.2. Reduce the accident rate by removing the fatigue potential.
    - 4.3.1.3. Relieve those who work in confined spaces.
    - 4.3.1.4. Increasing or maintaining a high quality or quantity production.
- 4.4. Scheduling Lunch Periods. When supervisors schedule lunch (or other meal) periods, during which the employee is entirely free of the duties of his or her position, the period is not considered as duty time for which compensation is paid.
  - 4.4.1. Supervisors will generally schedule time for lunch apart from the hours of duty when one or two shifts are in operation.
  - 4.4.2. When supervisors schedule more than one 8-hour shift in a 24-hour period and an overlapping of shifts to permit time off for lunch is not possible, supervisors may authorize an on-the-job lunch period of 20 minutes or less. On-the-job lunch periods require that:

- 4.4.2.1. Employees spend their on-the-job lunch at or near their work stations. Under these conditions, the time covered by the 20 minute on-the-job lunch period is compensable.
- 4.4.2.2. Employees given duty free lunch periods during periods of overtime work will not receive compensation for that time.
- 4.4.3. (Added-AFRC) When lunch is consumed during a long distance flight, an on-the-job lunch not to exceed 20 minutes may be authorized if time to take a meal break on the ground is not possible.
  - 4.4.3.1. (Added-AFRC) A 20 minute on-the-job lunch period is also authorized for aircrew members for any long duration flight regardless of the distance flown or the need for an overnight stay at another location. Long duration flights are defined as those flights performed in civilian status where the flight briefing, flight time, and post mission duties equal or exceed 80% of the aircrew member's regularly scheduled civilian duty day. This places the employee well beyond the midday timeframe when the lunch brake is taken.
  - 4.4.3.2. (Added-AFRC) A 20 minute on-the-job lunch period is also authorized for aircrew members for any long duration flight regardless of the distance flown or the need for an overnight stay at another location. Long duration flights are defined as those flights performed in civilian status where the flight briefing, flight time, and post mission duties equal or exceed 80% of the aircrew member's regularly scheduled civilian duty day. This places the employee well beyond the midday timeframe when the lunch brake is taken.
- 4.5. Scheduling Make Ready and Clean-Up Time. Incidental duties that are directly connected with the performance of a job, such as obtaining and replacing working tools or materials, undergoing inspections, and similar tasks are considered part of the job requirements within the employee's established tour of duty. Supervisors must arrange work shifts so that time required for incidental duties will be part of the 8-hour day.
  - 4.5.1. When incidental duties cannot be part of the regularly scheduled workday, the extra time for which overtime may be paid to an employee, will not exceed 30 minutes a day.
- 4.6. **(Added-AFRC)** Long Distance Flights. Tours of duty and attendance reporting for aircrew members on long distance flights are as follows:
  - 4.6.1. (Added-AFRC) A long distance flight is defined as a situation where an aircrew member departs his or her home station, arrives at another duty station and remains overnight at the remote duty station.
  - 4.6.2. **(Added-AFRC)** The tour of duty and daily hours of work for ART aircrew members engaged in long distance flights is governed by and charged to the directed reporting for duty time each day. The ART aircrew members' work begins at the directed reporting time for preflight/preplanning duties based on the proposed takeoff time and ends upon completion of postflight duties and excusal from duty.
  - 4.6.3. (Added-AFRC) To avoid confusion in time and attendance reporting, record duty dates and times on a 24-hour basis in the hours of the home station time zone. Ignore date changes that occur by crossing the International Date Line.
- 4.7. **(Added-AFRC)** Crew Rest Requirements. Tours of duty and attendance reporting for aircrew members with crew rest requirements are as follows:

- 4.7.1. (Added-AFRC) Aircrew members must comply with flight duty periods and crew rest periods as required. To the maximum extent possible, civilian aircrew duty days should be scheduled/adjusted to coincide with the flying schedule. When situations arise and aircrews are required to remain in crew rest past their scheduled workday reporting time or enter crew rest during the civilian workday, the following options apply:
- 4.7.2. **(Added-AFRC)** If the flight/flight duty for which the employee is in a crew rest status will be performed in civilian status, then no leave is to be charged.
- 4.7.3. **(Added-AFRC)** If the flight/flight duty for which the employee is in a crew rest status will be performed in military status, then the employee will either take appropriate leave such as annual leave, LWOP-US, accrued compensatory time off, or accrued credit hours, or adjust his/her duty day to accommodate the crew rest requirement.
- 4.8. **(Added-AFRC)** Constructive Credit. When temporary duty (TDY) on a scheduled workday and through no fault of the employee, an employee starts work but less than 8 hours of work are performed, the employee is credited with 8 hours total duty. *(EXAMPLE:* Employee reports as directed at 0600, takes off at 0800, lands at 1200, performs post flight duties, and is excused at 1300; that individual is credited with 7 hours of work and 1 hour of constructive credit.) Regardless of the reason and irrespective of whether within the employee's control, if employees do not report for work they are placed in the appropriate leave category or have their workweek rescheduled. Constructive credit hours may not be granted if there is no work to be performed at the TDY location and it is known prior to the start of the employee's civilian workday. In addition, constructive credit hours may not be granted at home station.
- 4.9. **(Added-AFRC)** AFRC flying units maintain time and attendance records on the AFRC Form 4, Air Reserve Technician (Aircrew) Work Hours Report (CIV, AD, IAD). All aircrew members complete this form during TDYs involving flying duties where conversions to and from military status occur. The aircraft commander reviews and certifies this form and turns in to the individual's time-keeper upon completion of the mission.
- 4.10. (Added-AFRC) Duty Status for Air Reserve Technicians.
  - 4.10.1. **(Added-AFRC)** ARTs may perform duty either at home station or away from home station in either military or civilian status except as stated below:
    - 4.10.1.1. (Added-AFRC) Attendance at formal schools: IAW AFMAN 36-8001.
    - 4.10.1.2. **(Added-AFRC)** Exercises: Active duty; however, unit commanders may authorize civilian status for exercises at home station that do not involve other Air Force or AFRC units or other military components.
    - 4.10.1.3. (Added-AFRC) Airborne support or directed mission: Active duty outside CONUS unless the unit commander determines civilian status is authorized.
    - 4.10.1.4. (Added-AFRC) Flights into hostile area flights or imminent danger zones: Active duty.
  - 4.10.2. (Added-AFRC) Travel in civilian status solely to perform military duty is forbidden and vice versa. However, travel in civilian status to perform civilian duty in conjunction with IDT or active duty is acceptable.

- 4.10.3. **(Added-AFRC)** Changes in Duty Status. Except as provided below, the duty status in which ARTs depart home station will continue until they return. All periods of military duty must be scheduled in advance, meet normal reserve participation requirements, and be annotated on official orders. Changes in duty status must be approved by the supervisor.
  - 4.10.3.1. (Added-AFRC) If one or more inactive duty for training (IDT) periods are scheduled while away from home station the employee will convert to IDT and back at times specified on the scheduling documents. If periods of civilian duty are scheduled in conjunction with IDT flight training; ensure that all preflight and/or postflight duties are performed in IDT status. An IDT period may be completed on the same day that civilian duty is performed.
  - 4.10.3.2. (Added-AFRC) If one or more active duty periods are scheduled while away from home station, all conversions from civilian to active duty or from active duty to civilian status will occur at times specified on the scheduling documents.
  - 4.10.3.3. (Added-AFRC) TDY orders are completed according to current guidance. In addition, a remark must be included to annotate each conversion to active duty or civilian status IAW with the applicable order number. For example, Member will convert to active duty status at 0800 on 12 September IAW RO D-245. A remark must also be included to indicate when IDT is authorized in conjunction with civilian TDY which identifies the dates and times of conversion. For example, "Member will convert to IDT status on 12 September at 0800, revert to civilian status at 1700 on 12 September, convert to IDT status at 0800 on 13 September, and convert to civilian status at 1700 on 13 September."
- 4.10.4. **(Added-AFRC)** Exceptions to the above policies will be requested through command channels to AFRC/CV/CVA for consideration.
- 4.10.5. **(Added-AFRC)** Duty Status Overseas. Before sending ARTs overseas in civilian status, Commanders will ensure ARTs are briefed on legal ramifications, requirements, and proper immigration procedures for all countries that might be transited. ARTs may be in civilian status in all foreign areas that are not designated "active duty only by AFRC/CV or the Wing Commander or as hostile fire/imminent danger areas by the Department of Defense (DoD), Air Force or AMC/TACC. ARTS may convert from civilian to active duty status while in transatlantic or transpacific flights at 0001 hours local. Current rules for conversion to and from military status still apply.
  - 4.10.5.1. (Added-AFRC) ARTs will convert to active duty status at 0001 hours local on the calendar day of departure from the last ground location prior to entering the foreign area designated as hostile fire/imminent danger/active duty only. Local time means the time at the last ground location prior to departure into the hostile fire/imminent danger/active duty only zone. ARTs will remain on active duty status until all of the following conditions are met: The active duty mission is terminated and on the ground; the individual is outside the hostile fire/imminent danger/active duty only designated foreign area; and the time is 2400 hours based on the time zone in which the active duty began.
- 4.10.6. (Added-AFRC) Duty Status While Engaged in Training. The duty status of ARTs while engaged in training is dependent upon the relationship of the training to the civilian position. If the training is solely related to the military requirements of the employee's reserve assignment and is not considered to be part of the civilian duties, the employee must be in an appropriate leave status to attend that training during the civilian workday. Small arms training and chemical defense

training (more commonly known as chemical warfare training) are two training situations that best represent this scenario.

# **5.** Holiday Observances:

- 5.1. Holiday Duty. Supervisors must not require employees to work on holidays or days designated as observed days, unless the work is justified by unusual circumstances or if the maintenance of usual essential services is involved.
  - 5.1.1. Supervisors will order holiday work when required and have it approved in writing by an official designated to authorize holiday work. Supervisors must obtain this approval before work is performed, except in cases of an emergency, because it constitutes authority for expenditure of funds and certification that funds are available to pay the employee. Supervisors ordering work on a holiday or employees required to remain on duty during an emergency will not require advance approval for the work. Supervisors must record the reasons for the holiday and the hours worked by the employees no later than the following workday. This requirement does not apply to tours of duty regularly scheduled on a holiday or observed day for employees engaged in essential services such as firefighters, police, hospital employees, or other service personnel. The supervisor will record holiday work on an AF Form 428, Request for Overtime, Holiday Premium Pay, and Compensatory Time.
- 5.2. Observed Day. When a holiday falls on a regularly scheduled workday, observe that day as the holiday. If a holiday falls on Sunday and the employee has a regularly scheduled 40-hour basic workweek of Monday through Friday, the employee will observe the following Monday as the holiday. When the holiday falls on Saturday, the employee will observe the holiday on the proceeding Friday.
  - 5.2.1. When a holiday falls on a Sunday and that Sunday is a nonworkday for employees with a regularly scheduled 40-hour basic workweek of other than Monday through Friday, observe the next regularly scheduled workday as the holiday.
    - 5.2.1.1. When a holiday falls on the nonworkday designated as the day in-lieu-of Sunday, observe the next regularly scheduled workday as a holiday. When a holiday or a designated observed day falls on an employee's nonworkday (Monday through Saturday), the workday immediately preceding the day is observed as the holiday.

## 5.2.2. Deleted

## 5.3. Deleted

- 5.4. When full-time employees on a compressed work schedule are relieved or prevented from working on a day designated as a holiday, they are entitled to basic pay for the number of hours of the compressed work schedule on that day.
- 5.5. Holiday observances for employees who work a flexible schedule are the same as those for full-time employees with a regularly scheduled 40-hour basic workweek.
- 5.6. When a holiday falls on a part-time employee's regularly scheduled workday, the employee is entitled to be excused with pay for the number of hours he or she is scheduled to work on the actual day of the holiday.

- 5.6.1. If full-time employees observe an "in-lieu-of" day instead of the actual holiday and that "in-lieu-of" day falls within a part-time employee's work schedule, the part-time employee will not get that day off with pay.
- 5.6.2. When a holiday is observed by full-time employees on a day within the part-time employee's regularly scheduled workweek and the part-time employee is prevented from working that day, the employee is entitled to be excused with pay for the number of hours he or she is scheduled to work on that day.
- 5.6.3. When a holiday falls on a part-time employee's nonworkday and is observed by full-time employees that day, the employee is not entitled to the holiday.
- 5.6.4. When a part-time employee is on a flexible schedule and is relieved or prevented from working on a day designated as a holiday by a Federal statute or Executive Order (E.O.), the employee is entitled to receive basic pay for the number of hours the employee would have worked on that holiday up to eight hours.
- 5.6.5. When a holiday falls on a nonworkday, the employee is not entitled to an "in-lieu of" day for that holiday.
- 5.6.6. When a part-time employee is on a compressed work schedule and is relieved or prevented from working on a day within the employee's scheduled tour of duty that is designated as a holiday by Federal statute or E.O., the employee is entitled to basic pay for the number of hours of the compressed work schedule on that day.
- 5.6.7. When a part-time employee is on a compressed work schedule and a holiday falls on a non-workday, the employee is not entitled to an "in-lieu-of" day for that holiday.
- 5.7. Duration of Holiday. The full 24-hours of a calendar day are normally considered as the duration of a holiday. However, when an employee's regular workday begins on a holiday and extends into the next calendar day, the entire shift is considered as a holiday to determine the employee's entitlement to holiday premium pay or time off for observance of the holiday. If an employee's regularly scheduled tour of duty includes two shifts beginning on a holiday, the first shift is considered as a holiday to determine holiday benefits.
- **6. (Added-AFRC)** Form Prescribed. This supplement prescribes AFRC Form 4, Air Reserve Technician (Aircrew) Work Hours Record (CIV, AD, IAD).
- **7.** (Added-AFRC) Forms Adopted. AF Form 428, Request for Overtime, Holiday Premium Pay, and Compensatory Time.

DONALD L. PETERSON, Lt General, USAF DCS/Personnel

(AFRC)

John A. Bradley, Lt General, USAF Commander

#### Attachment 1

## **INTERIM MESSAGE CHANGE TO AFI 36-807**

# UNCLASSIFIED

PENTAGON OPERATIONS DIRECTORATE

PRIORITY P 222005Z JUN 94 FM HQ USAF WASHINGTON DC//DPCE/ TO AÌG 610 AIG 8106 AIG 10607

ZYUW RUEAHOA8800 1732042

**UNCLAS** SUBJECT: INTERIM MESSAGE CHANGE TO AFI 36-807, 22 MAR 94, WEEKLY AND DAILY SCHEDULING OF WORK AND HOLIDAY OBSERVANCES

1. THIS INTERIM CHANGE PROVIDES GUIDANCE AND PROCEDURES SUPERVISORS NEED TO SCHEDULE CIVILIAN EMPLOYEES (EXCEPT NON-US CITIZEN EMPLOYEES EMPLOYED OUTSIDE THE UNITED STATES AND THE DISTRICT OF COLUMBIA) FOR WORK AND HOLIDAY OBSERVANCES. WORK AND HOLIDAY OBSERVANCES.

2. WRITE-IN CHANGES:
PAGE 1, FIRST LINE UNDER SUMMARY OF CHANGES: CHANGE AFR 49-610 TO
READ AFR 40-610
PAGE 3, PARAGRAPH 5.2.1. DELETE SECOND SENTENCE
PAGE 3, PARAGRAPH 5.2.2. DELETE
PAGE 3, PARAGRAPH 5.3. DELETE
3. IF YOU HAVE ANY QUESTIONS, POC IS MR. PHILLIP SENESCHAL,
DSN 225-7425 RT DSN 225-7425. BT

WHEN RECEIVING A SARAH-LITE PACKAGE FROM THE PTC, YOU MUST EXCHANGE A 3.5" OR 5.25" HIGH DENSITY FLOPPY DISK. IF YOUR SYSTEM USES DOUBLE DENSITY DISK THEN ONLY THE 3.5" DOUBLE DENSITY DISK WILL BE ACCEPTED.

\*\* LOCAL DISTRO
ACTION DP(1) 1100NCRSPTG(2) AFDW(2) AA(1) AFAA(1)
INFO DPE(1) CMS(1) JA(5) RE(7) AFPTC(1)

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\*AIR FORCE MESSAGE\* TOR=94173/2042Z TAD=94173/2042Z CDSN=MAN043 UNCLASSIFIED

PAGE 1 OF 1 222005Z JUN 94

(A)

## **Attachment 2**

# ALTERNATIVE WORKPLACE ARRANGEMENTS (AWA)

- **A2.1. REASONS FOR AWA.** Employers offer alternative workplace arrangements for many reasons. Such arrangements may:
  - A2.1.1. Improve the quality of work life and job performance and increases productivity, e.g., reduce office overcrowding and provide a distraction-free environment for reading, analyzing and writing;
  - A2.1.2. Improve morale and reduces stress by giving employees more options to balance work and family demands;
  - A2.1.3. Increase customer access to needed services;
  - A2.1.4. Provide services when the regular office is closed;
  - A2.1.5. Extend employment opportunities to people with disabilities, including employees who have partially recovered from work-related injuries who can do the job from an off-site location;
  - A2.1.6. Accommodate employees who have temporary or continuing health problems or who might otherwise have to retire on disability;
  - A2.1.7. Potentially enhance recruitment and promote diversity by expanding the geographic recruitment pool; and
  - A2.1.8. Decrease traffic and parking congestion, energy consumption and air pollution.
- **A2.2.** Organizations planning to use AWA should address issues such as the following: work assignment/performance requirements, time and attendance, work schedule and tour of duty, duty station, leave, equipment/supplies, labor relations issues, and other related work arrangement requirements.

# A2.3. Sample Agreement Between Organization, Supervisor, And Employee Approved For An Alternative Workplace Arrangement On A Continuing Basis:

The supervisor and employee should each keep a copy of the agreement for reference.

r and r	T
Organization	Employee
work-related policies and procedures. The employee benefit or entitlement, but an additional	, the employee, voluntarily place indicated below and to follow all applicable by the recognizes that the flexiplace arrangement is not an all method the organization may approve to accomplish
work.	

**Trial Period.** The employee and organization agree to try out the arrangement for at least (specify number) months unless unforeseeable difficulties require earlier cancellation.

**Salary and Benefits.** Unless there is a change in the actual number of hours worked, a flexiplace arrangement in itself is not a basis for changing the employee's salary or benefits.

**Duty Station and Alternative Workplace.** The organization and employee agree that the employee's official duty station is (indicate duty station for regular office) and that the employee's approved alternative work place is: (specify street and number, City and State). NOTE: All pay, leave and travel entitlements are based on the official duty station.

**Official Duties.** Unless otherwise instructed, employee agrees to perform official duties only at the regular or approved alternative workplace. Employee agrees not to conduct personal business while in official duty status at the alternative workplace, e.g., caring for dependents or making home repairs.

Work Schedule and Tour of Duty. The organization and employee agree the employee's official tour of duty will be: (specify days, hours and location, i.e., the regular office or the alternative workplace).

**Time and Attendance.** The organization agrees to ensure that the employee's timekeeper has a copy of the employee's work schedule. The supervisor agrees to certify biweekly the time and attendance for hours worked at the regular office and the alternative workplace. NOTE: The organization may require the employee to complete a self-certification form.

**Leave.** Employee agrees to follow established organization/office procedures for requesting and obtaining approval of leave.

**Overtime.** Employee agrees to work overtime only when ordered and approved by the supervisor in advance, and understands that working overtime without such approval may result in termination of the flexiplace privilege and/or other appropriate action.

**Equipment/Supplies.** Employee agrees to protect any government-owned equipment and to use the equipment only for official purposes. The organization agrees to install, service and maintain any Government-owned equipment issued to the flexiplace employee. The employee agrees to install, service and maintain any personal equipment used. The organization agrees to provide the employee with all necessary office supplies and also reimburse the employee for business-related long-distance telephone calls (see AFI 33-111, paragraph 7.2. regarding telecommunication service, and AFI 33-112, paragraph 19.5. regarding computer equipment in the alternative worksite).

**Security.** If the Government provides computer equipment for the alternative workplace, the employee agrees to the following security provisions: (insert organization-specific language).

**Liability.** The employee understands that the Government will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternative workplace, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

**Work Area.** The employee agrees to provide a work area adequate for performance of official duties.

**Worksite Inspection.** The employee agrees to permit the Government to inspect the alternative work place during the employee's normal working hours to ensure proper maintenance of Government-owned property and conformance with safety standards. (Organizations may require employees to complete a self-certification safety checklist).

**Alternative Workplace Costs.** The employee understands that the Government will not be responsible for any operating costs that are associated with the employee using his or her home as an alternative worksite, e.g., home maintenance, insurance or utilities. The employee understands he or she

does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and regulations.

**Injury Compensation.** The employee understands that he or she is covered under the Federal Employees Compensation Act if injured in the course of actually performing official duties at the regular office or the alternative worksite. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative workplace and to complete any required forms. The supervisor agrees to investigate such a report immediately.

Work Assignments/Performance. Work requirements are developed as a joint effort between the employee and supervisor, but the supervisor makes the final decision about requirements. The employee agrees to complete all assigned work according to procedures established by the supervisor and according to guidelines and standards in the employee's performance plan. The employee agrees to provide regular reports if required by the supervisor to help judge performance. The employee understands that a decline in performance may be grounds for canceling the alternative workplace arrangement.

**Disclosure.** Employee agrees to protect Government/organization records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. 552a.

**Standards of Conduct.** Employee agrees he or she is bound by Government/organization standards of conduct while working at the alternative worksite.

**Labor Relations.** All appropriate bargaining obligations have been, or will be, met prior to implementing this agreement.

**Cancellation.** The organization agrees to let the employee resume his or her regular schedule at the regular office after notice to the supervisor. Employee understands that the organization may cancel the flexiplace arrangement and instruct the employee to resume working at the regular office. The organization agrees to follow any applicable administrative or negotiated procedures.

**Other Action.** Nothing in this agreement precludes the organization from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement.

Employee's Signature and Date	
Supervisor's Signature and Date	
Organization Commander's Signature and Date	
Installation Commander's Signature and Date	

## **Attachment 3**

## **TEXT OF IC 99-1**

## SUMMARY OF REVISIONS

This revision incorporates IC 99-1 and adds the definition of alternative workplace arrangement (AWA) as paragraph 2.3., (re-numbering the remaining terms and definitions in paragraph 2..), and authorizes MAJCOMs, FOAs or DRUs to establish alternative workplace arrangement (AWA) programs. MAJCOMs, FOAs or DRUs may delegate this authority to installation commanders (para 3.3.). Organization and tenant commanders establish by written order the daily hours for beginning and ending work and the basic 40-hour tour of duty, including uncommon tours of duty, alternative work schedules (AWS), hours and location(s) for alternative workplace arrangements (AWA), as well as rest and lunch periods for their respective organizations (para 3.2.). IC 99-1 assigns numbers to material in paragraphs 4.2., 4.3., and 4.4. which had previously been listed with bullets, and adds Attachment 2, with information and a sample AWA agreement for supervisors and employees. Changed or revised material is indicated by a bar (|). The entire text of IC 99-1 is at Attachment 3.

- 2.3. Alternative Workplace Arrangements (AWA). Working under a flexiplace arrangement, either at home or other approved location(s), such as a telecommuting center (See **Attachment 2** for a sample agreement).
- 3.2. Organization and Tenant Commanders. Organization and tenant commanders establish by written order the daily hours for beginning and ending work and the basic 40-hour tour of duty including uncommon tours of duty, alternative work schedules (AWS), hours and location(s) for alternative workplace arrangements (AWA), as well as rest and lunch periods for their respective organizations. Organization and tenant commanders or their designated representative should set work schedules, assign overtime and holiday work to balance mission requirements, efficiency and economy of operations, and employee needs. These determinations are subject to approval by the installation commander or his or her designated representative who has authority for operation of base facilities. NOTE: organization/tenant commanders set the hours and locations for AWS and AWA; MAJCOMs/FOAs/DRUs approve AWS and AWA programs, unless they delegate this authority to installation commanders as provided in 3.3.
- 3.3. Major Commands, Field Operating Activities and Direct Reporting Units. Major Commands (MAJCOM), field operating activities (FOA) and Direct Reporting Units (DRU) are authorized to approve AWS and AWA programs. MAJCOMs, FOAs or DRUs may delegate this authority to installation commanders.

#### Attachment 2

# ALTERNATIVE WORKPLACE ARRANGEMENTS (AWA)

- **A2.1. Reasons for AWA.** Employers offer alternative workplace arrangements for many reasons. Such arrangements may
- A2.1.1. Improve the quality of work life and job performance and increases productivity, e.g., reduce office overcrowding and provide a distraction-free environment for reading, analyzing and writing;
- A2.1.2. Improve morale and reduces stress by giving employees more options to balance work and family demands;
- A2.1.3. Increase customer access to needed services:

- A2.1.4. Provide services when the regular office is closed;
- A2.1.5. Extend employment opportunities to people with disabilities, including employees who have partially recovered from work-related injuries who can do the job from an off-site location;
- A2.1.6. Accommodate employees who have temporary or continuing health problems or who might otherwise have to retire on disability;
- A2.1.7. Potentially enhance recruitment and promote diversity by expanding the geographic recruitment pool; and
- A2.1.8. Decrease traffic and parking congestion, energy consumption and air pollution.

The supervisor and employee should each keep a copy of the agreement for reference.

- A2.2. Organizations planning to use AWA should address issues such as the following: work assignment/performance requirements, time and attendance, work schedule and tour of duty, duty station, leave, equipment/supplies, labor relations issues, and other related work arrangement requirements
- A2.3. Sample Agreement Between Organization, Supervisor, And Employee Approved For An Alternative Workplace Arrangement On A Continuing Basis:

	1 11		
Organization	Employee		
Voluntary Participation. (Name)		, the employee, voluntarily ag	rees
to work at the approved alternative wo	rkplace indicated below	w and to follow all applicable work-rela	ted
policies and procedures. The employe	e recognizes that the flo	exiplace arrangement is not an employe	e
benefit or entitlement, but an additiona	I method the organizat	ion may approve to accomplish work.	

**Trial Period.** The employee and organization agree to try out the arrangement for at least (specify number) months unless unforeseeable difficulties require earlier cancellation.

**Salary and Benefits.** Unless there is a change in the actual number of hours worked, a flexiplace arrangement in itself is not a basis for changing the employee's salary or benefits.

**Duty Station and Alternative Workplace.** The organization and employee agree that the employee's official duty station is (indicate duty station for regular office) and that the employee's approved alternative work place is: (specify street and number, City and State). NOTE: All pay, leave and travel entitlements are based on the official duty station.

**Official Duties.** Unless otherwise instructed, employee agrees to perform official duties only at the regular or approved alternative workplace. Employee agrees not to conduct personal business while in official duty status at the alternative workplace, e.g., caring for dependents or making home repairs.

**Work Schedule and Tour of Duty.** The organization and employee agree the employee's official tour of duty will be: (specify days, hours and location, i.e., the regular office or the alternative workplace).

**Time and Attendance.** The organization agrees to ensure that the employee's timekeeper has a copy of the employee's work schedule. The supervisor agrees to certify biweekly the time and attendance

for hours worked at the regular office and the alternative workplace. NOTE: The organization may require the employee to complete a self-certification form.

**Leave.** Employee agrees to follow established organization/office procedures for requesting and obtaining approval of leave.

**Overtime.** Employee agrees to work overtime only when ordered and approved by the supervisor in advance, and understands that working overtime without such approval may result in termination of the flexiplace privilege and/or other appropriate action.

**Equipment/Supplies.** Employee agrees to protect any government-owned equipment and to use the equipment only for official purposes. The organization agrees to install, service and maintain any Government-owned equipment issued to the flexiplace employee. The employee agrees to install, service and maintain any personal equipment used. The organization agrees to provide the employee with all necessary office supplies and also reimburse the employee for business-related long-distance telephone calls (see AFI 33-111, paragraph 7.2. regarding telecommunication service, and AFI 33-112, paragraph 19.5. regarding computer equipment in the alternative worksite).

**Security.** If the Government provides computer equipment for the alternative workplace, the employee agrees to the following security provisions: (insert organization-specific language).

**Liability.** The employee understands that the Government will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternative workplace, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

**Work Area.** The employee agrees to provide a work area adequate for performance of official duties.

**Worksite Inspection.** The employee agrees to permit the Government to inspect the alternative work place during the employee's normal working hours to ensure proper maintenance of Government-owned property and conformance with safety standards. (Organizations may require employees to complete a self-certification safety checklist).

Alternative Workplace Costs. The employee understands that the Government will not be responsible for any operating costs that are associated with the employee using his or her home as an alternative worksite, e.g., home maintenance, insurance or utilities. The employee understands he or she does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and regulations.

**Injury Compensation.** The employee understands that he or she is covered under the Federal Employees Compensation Act if injured in the course of actually performing official duties at the regular office or the alternative worksite. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative workplace and to complete any required forms. The supervisor agrees to investigate such a report immediately.

Work Assignments/Performance. Work requirements are developed as a joint effort between the employee and supervisor, but the supervisor makes the final decision about requirements. The employee agrees to complete all assigned work according to procedures established by the supervisor and according to guidelines and standards in the employee's performance plan. The employee agrees to provide regular reports if required by the supervisor to help judge performance. The employee understands that a decline in performance may be grounds for canceling the alternative workplace arrangement.

**Disclosure.** Employee agrees to protect Government/organization records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. 552a.

**Standards of Conduct.** Employee agrees he or she is bound by Government/organization standards of conduct while working at the alternative worksite.

**Labor Relations.** All appropriate bargaining obligations have been, or will be, met prior to implementing this agreement.

**Cancellation.** The organization agrees to let the employee resume his or her regular schedule at the regular office after notice to the supervisor. Employee understands that the organization may cancel the flexiplace arrangement and instruct the employee to resume working at the regular office. The organization agrees to follow any applicable administrative or negotiated procedures.

**Other Action.** Nothing in this agreement precludes the organization from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement.

Employee's Signature and Date	
Supervisor's Signature and Date	
Organization Commander's Signature and Date	
Installation Commander's Signature and Date	